

VORA LAW FIRM, P.C.
Nilay U. Vora (Cal. Bar No. 268339)
nvora@voralaw.com
Jeffrey A. Atteberry (Cal. Bar No.
266728)
jatteberry@voralaw.com
201 Santa Monica Blvd, Ste 300,
Santa Monica, CA 90401-2224
Tel.: (424) 258-5190

*Attorneys for Plaintiff Cedars-Sinai
Medical Center as to Defendant AIG
Specialty Insurance Company*

DENTONS US LLP
Julia M. Beckley (Cal. Bar No.
247493)
julia.beckley@dentons.com
100 Crescent Ct., Suite 900
Dallas, TX 75201
Tel.: (214) 259-1854

Erin Bradham (*Pro Hac Vice*)
erin.bradham@dentons.com
29398 E Camelback Rd., Suite 850
Phoenix, AZ 85016
Tel.: (602) 508-3962

*Attorneys for Defendant
AIG Specialty Insurance Company, Inc.*

[Additional counsel listed on next page]

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CEDARS-SINAI MEDICAL
CENTER, a California nonprofit
public benefit corporation,

Plaintiff,

v.

AIG SPECIALTY INSURANCE
COMPANY, an Illinois corporation,
and IRONSHORE SPECIALTY
INSURANCE COMPANY, an
Arizona corporation,

Defendants.

Case No. 2:24-cv-02543-MCS-RAO

AMENDED STIPULATED
PROTECTIVE ORDER

LATHAM & WATKINS LLP
Kirsten C. Jackson (Cal. Bar No.
265952)
kirsten.jackson@lw.com
10250 Constellation Blvd., Suite 1100
Los Angeles, California 90067
Tel.: (424) 653-5500

*Attorneys for Plaintiff
Cedars-Sinai Medical Center
as to Defendant Ironshore Specialty
Insurance
Company*

**KAUFMAN BORGEEST & RYAN
LLP**
Joshua Shayne (Cal. Bar No. 223408)
jshayne@kbrlaw.com
21700 Oxnard Street, Suite 1450
Woodland Hills, CA 91367
Tel.: (818) 961-8027

*Attorneys for Defendant
Ironshore Specialty Insurance
Company*

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve personal health information, trade secrets, and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, personal health information, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information

1 will not be designated as confidential for tactical reasons and that nothing be so
2 designated without a good faith belief that it has been maintained in a confidential,
3 non-public manner, and there is good cause why it should not be part of the public
4 record of this case.

5 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

6 The parties further acknowledge, as set forth in Section 12.3, below, that this
7 Stipulated Protective Order does not entitle them to file confidential information
8 under seal; Local Civil Rule 79-5 and Initial Standing Order for Civil Cases Assigned
9 to Judge Mark C. Scarsi Section 11 sets forth the procedures that must be followed
10 and the standards that will be applied when a party seeks permission from the court
11 to file material under seal.

12 Any document that is not confidential, privileged, or otherwise protectable in
13 its entirety will not be filed under seal if the confidential portions can be redacted. If
14 documents can be redacted, then a redacted version for public viewing, omitting only
15 the confidential, privileged, or otherwise protectable portions of the document shall
16 be filed. Any application that seeks to file documents under seal in their entirety
17 should include an explanation of why redaction is not feasible.

18 2. DEFINITIONS

19 2.1 Action: this pending federal lawsuit, i.e., *Cedars-Sinai Medical Center*
20 *v. AIG Specialty Insurance Company.*, Case No. 2:24-cv-02543-MSC-RAO (C.D.
21 Cal.).

22 2.2 Challenging Party: a Party or Non-Party that challenges the designation
23 of information or items under this Order.

24 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
25 how it is generated, stored or maintained) or tangible things that qualify for protection
26 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
27 Cause Statement.

28 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their

1 support staff).

2 2.5 Designating Party: a Party or Non-Party that designates information or
3 items that it produces in disclosures or in responses to discovery as
4 “CONFIDENTIAL.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things) that are produced or
8 generated in disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as
11 an expert witness or as a consultant in this Action.

12 2.8 House Counsel: attorneys who are employees of a party to this Action.
13 House Counsel does not include Outside Counsel of Record or any other outside
14 counsel.

15 2.9 Non-Party: any natural person, partnership, corporation, association or
16 other legal entity not named as a Party to this action.

17 2.10 Outside Counsel of Record: attorneys who are not employees of a party
18 to this Action but are retained to represent or advise a party to this Action and have
19 appeared in this Action on behalf of that party or are affiliated with a law firm that
20 has appeared on behalf of that party, and includes support staff.

21 2.11 Party: any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of Record (and their
23 support staffs).

24 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.

26 2.13 Professional Vendors: persons or entities that provide litigation support
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or
28 demonstrations, and organizing, storing, or retrieving data in any form or medium)

1 and their employees and subcontractors.

2 2.14 Protected Material: any Disclosure or Discovery Material that is
3 designated as “CONFIDENTIAL.”

4 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
5 from a Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or extracted
9 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
10 Protected Material; and (3) any testimony, conversations, or presentations by Parties
11 or their Counsel that might reveal Protected Material.

12 Any use of Protected Material at trial shall be governed by the orders of the
13 trial judge. This Order does not govern the use of Protected Material at trial.

14 4. DURATION

15 Once a case proceeds to trial, information that was designated as
16 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
17 as an exhibit at trial becomes public and will be presumptively available to all
18 members of the public, including the press, unless compelling reasons supported by
19 specific factual findings to proceed otherwise are made to the trial judge in advance
20 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
21 showing for sealing documents produced in discovery from “compelling reasons”
22 standard when merits-related documents are part of court record). Accordingly, the
23 terms of this protective order do not extend beyond the commencement of the trial.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.
26 Each Party or Non-Party that designates information or items for protection under this
27 Order must take care to limit any such designation to specific material that qualifies
28 under the appropriate standards. The Designating Party must designate for protection

1 only those parts of material, documents, items or oral or written communications that
2 qualify so that other portions of the material, documents, items or communications
3 for which protection is not warranted are not swept unjustifiably within the ambit of
4 this Order.

5 Mass, indiscriminate or routinized designations are prohibited. Designations
6 that are shown to be clearly unjustified or that have been made for an improper
7 purpose (e.g., to unnecessarily encumber the case development process or to impose
8 unnecessary expenses and burdens on other parties) may expose the Designating Party
9 to sanctions.

10 If it comes to a Designating Party's attention that information or items that it
11 designated for protection do not qualify for protection, that Designating Party must
12 promptly notify all other Parties that it is withdrawing the inapplicable designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in
14 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
16 under this Order must be clearly so designated before the material is disclosed or
17 produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (*e.g.*, paper or electronic
20 documents, but excluding transcripts of depositions or other pretrial or trial
21 proceedings), that the Producing Party affix at a minimum, the legend
22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
23 contains protected material. If only a portion of the material on a page qualifies for
24 protection, the Producing Party also must clearly identify the protected portion(s)
25 (*e.g.*, by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection
27 need not designate them for protection until after the inspecting Party has indicated
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be
2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
3 it wants copied and produced, the Producing Party must determine which documents,
4 or portions thereof, qualify for protection under this Order. Then, before producing
5 the specified documents, the Producing Party must affix the “CONFIDENTIAL
6 legend” to each page that contains Protected Material. If only a portion of the material
7 on a page qualifies for protection, the Producing Party also must clearly identify the
8 protected portion(s) (e.g., by making appropriate markings in the margins).

9 (b) for testimony given in depositions that the Designating Party identifies
10 the Disclosure or Discovery Material on the record, before the close of the deposition
11 all protected testimony.

12 (c) for information produced in some form other than documentary and for
13 any other tangible items, that the Producing Party affix in a prominent place on the
14 exterior of the container or containers in which the information is stored the legend
15 “CONFIDENTIAL.” If only a portion or portions of the information warrants
16 protection, the Producing Party, to the extent practicable, shall identify the protected
17 portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive the
20 Designating Party’s right to secure protection under this Order for such material.
21 Upon timely correction of a designation, the Receiving Party must make reasonable
22 efforts to assure that the material is treated in accordance with the provisions of this
23 Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court’s
27 Scheduling Order.

28 6.2 Meet and Confer. The Challenging Party shall initiate the dispute

1 resolution process under Local Rule 37.1 et seq.

2 6.3 The burden of persuasion in any such challenge proceeding shall be on
3 the Designating Party. Frivolous challenges, and those made for an improper purpose
4 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
5 expose the Challenging Party to sanctions. Unless the Designating Party has waived
6 or withdrawn the confidentiality designation, all parties shall continue to afford the
7 material in question the level of protection to which it is entitled under the Producing
8 Party's designation until the Court rules on the challenge.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is
11 disclosed or produced by another Party or by a Non-Party in connection with this
12 Action only for prosecuting, defending or attempting to settle this Action. Such
13 Protected Material may be disclosed only to the categories of persons and under the
14 conditions described in this Order. When the Action has been terminated, a Receiving
15 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a
17 location and in a secure manner that ensures that access is limited to the persons
18 authorized under this Order.

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
20 otherwise ordered by the court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated
22 "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
24 as employees of said Outside Counsel of Record to whom it is reasonably necessary
25 to disclose the information for this Action;

26 (b) the officers, directors, and employees (including House Counsel) of the
27 Receiving Party to whom disclosure is reasonably necessary for this Action;

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

disclosure is reasonably necessary for this Action and who have signed the
“Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional
Vendors to whom disclosure is reasonably necessary for this Action and who have
signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a
custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the
Action to whom disclosure is reasonably necessary provided: (1) the deposing party
requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
not be permitted to keep any confidential information unless they sign the
“Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
agreed by the Designating Party or ordered by the court. Pages of transcribed
deposition testimony or exhibits to depositions that reveal Protected Material may be
separately bound by the court reporter and may not be disclosed to anyone except as
permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel,
mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation
that compels disclosure of any information or items designated in this Action as
“CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall
include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order

1 to issue in the other litigation that some or all of the material covered by the subpoena
2 or order is subject to this Protective Order. Such notification shall include a copy of
3 this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued
5 by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with
7 the subpoena or court order shall not produce any information designated in this action
8 as “CONFIDENTIAL” before a determination by the court from which the subpoena
9 or order issued, unless the Party has obtained the Designating Party’s permission. The
10 Designating Party shall bear the burden and expense of seeking protection in that court
11 of its confidential material and nothing in these provisions should be construed as
12 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
13 directive from another court.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a
17 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
18 produced by Non-Parties in connection with this litigation is protected by the
19 remedies and relief provided by this Order. Nothing in these provisions should be
20 construed as prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to
22 produce a Non-Party’s confidential information in its possession, and the Party is
23 subject to an agreement with the Non-Party not to produce the Non-Party’s
24 confidential information, then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-Party
26 that some or all of the information requested is subject to a confidentiality agreement
27 with a Non-Party;

28 (2) promptly provide the Non-Party with a copy of the Stipulated

Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 parties reach an agreement on the effect of disclosure of a communication or
3 information covered by the attorney-client privilege or work product protection, the
4 parties may incorporate their agreement in the stipulated protective order submitted
5 to the court.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order, no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any
15 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
16 only be filed under seal pursuant to a court order authorizing the sealing of the specific
17 Protected Material at issue. If a Party's request to file Protected Material under seal
18 is denied by the court, then the Receiving Party may file the information in the public
19 record unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60
22 days of a written request by the Designating Party, each Receiving Party must certify
23 that it will return all Protected Material to the Producing Party or destroy such
24 material. As used in this subdivision, "all Protected Material" includes all copies,
25 abstracts, compilations, summaries, and any other format reproducing or capturing
26 any of the Protected Material. Whether the Protected Material is returned or
27 destroyed, the Receiving Party must submit a written certification to the Producing
28 Party (and, if not the same person or entity, to the Designating Party) by the 60 day

1 deadline that (1) identifies (by category, where appropriate) all the Protected Material
2 that was returned or destroyed and (2) affirms that the Receiving Party has not
3 retained any copies, abstracts, compilations, summaries or any other format
4 reproducing or capturing any of the Protected Material. Notwithstanding this
5 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
6 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
7 deposition and trial exhibits, expert reports, attorney work product, and consultant
8 and expert work product, even if such materials contain Protected Material. Similarly,
9 AIG Specialty is entitled to retain an archival copy to the extent necessary to comply
10 with record retention policies associated with claim-related documentation. Any such
11 archival copies that contain or constitute Protected Material remain subject to this
12 Protective Order as set forth in Section 4 (DURATION).

13 14. VIOLATION

14 Any violation of this Order may be punished by appropriate measures including,
15 without limitation, contempt proceedings and/or monetary sanctions.
16

17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
18

19 DATED January 2, 2025
20

21 /s/ Jeffrey Atteberry

22 **VORA LAW FIRM, P.C.**

23 Nilay Vora

24 Jeff Atteberry

Attorneys for Plaintiff Cedars-Sinai Medical Center
25
26
27
28

1 DATED January 2, 2025

2
3 /s/ Kirsten C. Jackson

4 **LATHAM & WATKINS**

5 Kirsten C. Jackson

6 *Attorneys for Plaintiff Cedars-Sinai Medical Center*

7
8 DATED: January 2, 2025

9
10 /s/ Julia Beckley

11 **DENTONS US LLP**

12 Julia M. Beckley

13 Erin Bradham

14 *Attorneys for Defendant AIG Specialty Insurance Company*

15
16 DATED: January 1, 2025

17 /s/ Joshua Shayne

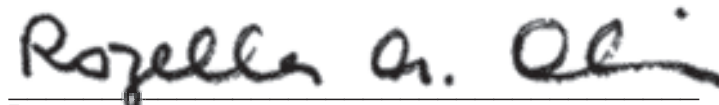
18 **KAUFMAN BORGEESE & RYAN LLP**

19 Joshua Shayne

20 *Attorneys for Defendant Ironshore Specialty Insurance Company*

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22 DATED: 1/2/2025

23
24 

25 HON. ROZELLA A. OLIVER

26 United States Magistrate Judge

ATTESTATION PURSUANT TO LOCAL RULE 5-4.3.4(2)(i)

Pursuant to Local Rule 5-4.3.4(2)(i), I, Kirsten C. Jackson, attest that all other signatories listed and on whose behalf the filing is submitted concur in this filing's content and have authorized this filing.

By: /s/ Kirsten C. Jackson
Kirsten C. Jackson

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Cedars-Sinai Medical Center v. AIG Specialty Insurance
Company*, No. 2:24-cv-02543-MCS-RAO (C.D. Cal.). I agree to comply with and
to be bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____